

Note: Potential offerors are cautioned that proposals should be based upon the requirements as set forth in the solicitation and not upon “anticipated” requirements as identified in these answers.

A: Regulatory Related Questions

Q1. What is the status of the Nuclear Safety Basis for Portsmouth?

- A1. The USEC American Centrifuge Project (ACP) and work in USEC leased space are subject to Nuclear Regulatory Commission (NRC) requirements. DOE expects that all USEC information consistent with the DOE/USEC GDP Lease will be available for DOE and the M&I contractor.

The Portsmouth Decontamination and Decommissioning (D&D) will be conducted under DOE nuclear safety requirements. This will include a nuclear safety authorization basis for facilities and D&D activities that is compliant with 10 CFR 830.

The current remediation contractor has developed a compliant Safety Analysis Report for its current scope and the Department is in the process of developing a Basis of Interim Operations to perform limited Surveillance and Maintenance (S&M) activities in facilities that have been de-leased and returned to DOE control. Additional safety documentation to support activities beyond limited S&M will be the responsibility of the M&I contractor.

Q2. What is the definition of “Industrial Re-use”?

- A2. “Industrial re-use” in the context of the Portsmouth D&D Project planning is an assumption that was used to define the assumed end state of the Portsmouth site following the D&D project. Industrial re-use means that the majority of the site would be suitable for other industrial activities following the D&D Project. This is primarily used for the calculation of residual risk when developing cleanup criteria and modeling the pathways for potential exposure. It is important to remember that the industrial re-use concept was used as a planning assumption only; the actual end-state of the Portsmouth site following D&D will be developed through a process that will include full and formal involvement of the public and the regulators.

Q3. Will the Statement of Work (SOW) specify the standards/requirements that are applicable to the various activities (e.g., S&M, D&D, demolition) or will it be up to the Management and Integration (M&I) contractor to determine which are applicable and the most cost effective?

A3. The Request for Proposals (RFP) for the M&I procurement is currently being developed by DOE. It is anticipated that the RFP will identify applicable laws and regulations (List A) and DOE directives (List B). The M&I contractor will be responsible to comply with all applicable statutes, regulations, directives, etc.

Q4. Will the Ohio Environmental Protection Agency (OEPA) issue a Director's Final Findings and Orders (DFFO) to dictate how OSWDF (On-site Waste Disposal Facility) will be evaluated or will that be included in a Memorandum of Agreement (MOA)?

A4. A DFFO is defined as a formal order that can be issued by OEPA.

The Department and the Ohio Environmental Protection Agency have agreed (in principle) to evaluate the waste disposal options for the Portsmouth D&D Project under the requirements of the Comprehensive Environmental Response Compensation and Liability Act (CERCLA). The details of an agreement will be negotiated between the agencies. The CERCLA evaluation process will include public participation in the formulation of waste disposal decisions for the project.

Q5. Who will interface with regulators – DOE or contractors?

A5. DOE will interface with regulators. The M&I contractor will provide support to the Department on regulatory matters as they relate to the D&D Project. DOE expects the contractor to have independent capability to prepare and develop regulatory documentation and strategies of highest quality in support of regulatory (and public) interactions. The contractor is expected to participate with DOE in its interface meetings.

B: USEC Related Questions

Q6. Please clarify whether USEC will be expected to certify the extent and quality of cleanup upon release of the facilities to DOE.

A6. USEC will be required to meet requirements from the 1993 Gaseous Diffusion Plant Lease Agreement (the "GDP lease") in order to return facilities to the DOE. The GDP lease turnover requirements are specified in Article IV Section 4.4 of the GDP lease.

Q7. With all the activity, the lease, etc., doesn't it make sense to have USEC act as the integrating contractor? But only as long as its lease continues.

A7. The Department has determined, as a result of the acquisition planning process, conducted in accordance with the Federal Acquisition Regulation, the D&D Project requirements will be procured as an M&I contract through full and open competition.

Q8. How sure is DOE that USEC is going to turnover 333 on schedule?

A8. The Department is in discussions with USEC regarding turnover schedules of the facilities. The 333 building is currently in the initial group of facilities anticipated to be returned by USEC. USEC has provided written commitment to DOE of its intent to return the facility.

Q9. When does USEC's lease expire?

A9. DOE and USEC are parties to two leases at the Portsmouth site. The first lease was executed in 1993 in order to carry out the Congressional direction for the Department and USEC from the 1992 Energy Policy Act. This lease is referred to as "the GDP lease." The GDP lease includes a section (Exhibit F) that outlines the site services that the Department and USEC will provide and make available upon request. The providers of these services are obligated to make these services available to other entities on the site, but the other entities have the option of obtaining these services from other sources. The specific financial and logistical arrangements of the provision of services are defined in a Memorandum of Agreement for Services. A second lease was executed on December 7, 2006, to address the leasing of facilities that USEC will use in the American Centrifuge Plant (ACP), its commercial gas centrifuge plant. The second lease is documented as a modification to the original lease, and it is referred to as the "GCEP lease." The current term of the GDP lease is through July 2010, but USEC has the exclusive right to continue to renew the lease indefinitely. The current term of the GCEP lease is through June 2009, but this lease can be extended through 2045.

Q10. Can USEC's lease be transferred to another company?

A10. Lease terms and conditions are provided within the two leases, which will be posted to the M&I procurement website.

Q11. Does DOE plan to specify to the M&I contractor that USEC, consistent with the lease, will be providing Utilities, Infrastructure, Safeguards and Security, Emergency Management, Fire Services, Laboratory Services, PSS services, etc., as Government-Furnished Services and Items (GFS&I)? Or will the M&I contractor be free to use any contractor for these services?

A11. See A9. The anticipated GFS&I will be specified in the M&I RFP. DOE is not obligated to use USEC to provide the GFS&I, but looks to the practicality of alternatives and the overall benefits to the site when making decisions to purchase services from USEC. The decision on which services to purchase from USEC are made on a case by case basis and the M&I contractor will be free to propose other cost effective alternatives for DOE consideration after contract award.

Q12. Please clarify what obligations USEC will have pursuant to the lease and/or other agreements with DOE as it relates to the M&I contractor.

A12. All relevant agreements will be provided to the offerors on the M&I procurement website. Moreover, an interface matrix for the site contractors' responsibilities will be provided in the M&I RFP.

Q13. Please clarify any Organizational Conflict of Issue concerns, relating to USEC or other contractors presently working at Portsmouth.

A13. The existing PPPO Technical Oversight contract with PRC, and the new planned Environmental Technical Services (ETS) contract contain provisions which restrict the contractors from participating in or competing on future acquisitions or contracts at Portsmouth and Paducah due to organizational conflicts of interest.

The Department has not made a final determination of any potential or actual organizational conflict of interest in regards to prospective contractors for the M&I contract. This evaluation is ongoing and will be made available on the website upon completion. DOE understands the importance of this question to the Offerors and is working to reach its conclusion. As a part of the Department's acquisition planning process to develop appropriate solicitation provisions and contract clauses, the Contracting Officer will identify and evaluate potential organizational conflicts of interest in accordance with the Federal Acquisition Regulation Subpart 9.5

C: SMALL BUSINESS RELATED QUESTIONS

Q14. For the infrastructure contract, what will be the small business size standard?

A14. The follow-on to the current infrastructure contract will be a Facilities Support Service (FSS) contract under NAICS code 561210.

Q15. It is assumed that DOE will have a significant SB, 8(a), Woman-Owned Small Business, Service-Disabled Veteran-Owned Small Business, etc., utilization requirement.

A15. DOE anticipates two prime contract small business awards: the Environmental Technical Services (ETS) and Facilities Support Services (FSS) contracts. In addition, significant small business participation will be required in the M&I RFP.

Q16. Will all of the small business requirements be under the D&D prime or will DOE set-aside some work scope for small businesses only?

A16. See A.15. Additional small business set-asides may result as more requirements are defined upon turnover of the facilities and services from USEC.

Q17. Request for a list of small business contractors at Portsmouth.

A17. A list has been posted to the website.

Q18. Will the D&D [M&I] RFP specify a minimum amount of subcontract work required? If so, what will this amount be?

A18. The Department anticipates specifying a significant percentage of work to be subcontracted to small businesses; the M&I RFP will contain the actual small business subcontracting goals and/or targets.

D: TECHNICAL/SOW/SITE CONDITIONS RELATED QUESTIONS

Q19. Will the M&I contract be structured to require comprehensive characterization of the site in advance of D&D of facilities?

A19. The RFP for the M&I procurement is currently being developed by DOE. The Department does not plan to dictate a specific work sequence for the assigned work. The RFP will provide any specific information. In addition, the Offerors are encouraged to review the significant amount of characterization data currently available in the reading room to support the future activities.

Q20. What is the expected approval date for CD-2/3 decision?

A20. The RFP for the M&I procurement is currently being developed by DOE. The scope to support the CD-2/3 will be specified in the RFP. Although DOE will be working on the CD-2/3 package in advance of the new contract, DOE expects the approval of CD-2/3 to be one of the early actions completed by the M&I after award.

Q21. Is there a nickel barrier disposition path?

A21. DOE is currently evaluating alternatives for disposition of scrap nickel in DOE radiological areas in an Environmental Assessment. At this time, no decision has been made on disposition of scrap nickel (or other metals) from radiological areas at Portsmouth.

Q22. What is the timeline to finalize the decision on waste disposal by OSWDF? Will a final decision be reflected in the [M&I] RFP?

A22. DOE does not expect that a waste disposal decision will have been made by the time the M&I RFP is issued. The decision on waste disposal will require regulatory approval and the public involvement consistent with the CERCLA process.

Q23. What's the WAC for OSWDF? Will there be plug numbers or hypothetical WAC for contractor to propose?

A23. An On-Site Waste Disposal Facility (OSWDF) and Waste Acceptance Criteria (WAC) for the project have not been approved. The M&I RFP will contain instructions for proposals.

Q24. What was the assumed waste acceptance criteria for the conceptual cost estimate for the on-site waste disposal facility? Did the conceptual cost estimate include disposal volumes from other Portsmouth contractors?

A24. The conceptual cost estimate that was prepared for CD-1 assumed that all gaseous diffusion plant D&D debris were disposed in an on-site waste disposal facility. The cost estimate did not include volumes from other Portsmouth site activities (depleted uranium conversion or centrifuge based enrichment of uranium), or volumes from other locations. The cost estimate assumptions were made solely for the purposes of evaluating potential project costs. The decision on waste disposal options will require regulatory approval and public involvement consistent with the CERCLA process.

Q25. What is in the razor-wire fenced areas in the vicinity of X-720 with turn-style and security-looking attributes?

A25. The razor-wire fenced area (in the vicinity of X-720) secures the X-345 building that previously stored highly enriched uranium (HEU). The HEU has been removed from this facility and has been shipped off-site.

Q26. What is in the tarp-covered railcars on the rails near the coal powered steam plant?

A26. The tarp-covered rail cars near the coal powered steam plant contain R-114 refrigerant.

Q27. Does any aspect of the scope require a “Q” clearance?

A27. Yes – the GDP facilities have components that require an “L” access authorization (clearance) and the centrifuge facilities have components that require a “Q” clearance. There will be some aspects of the work where “Q” clearances will be necessary.

Q28. Who will be responsible to provide security?

A28. Site security is not in the initial phase of the M&I contract. DOE currently anticipates that physical security (e.g., guards) will continue to be provided by USEC forces. The RFP will describe M&I security requirements.

Q29. What office accommodations are available for the M&I contractor?

A29. It is anticipated that some of the current remediation contractor office space would be made available. However, the M&I contractor is expected to provide additional office space for all of its employees who may need an office setting to perform the work effectively. To the extent space is available on site, the DOE will work to support the contractor in its requirements.

Q30. Will the incumbent contractor develop a transition plan and be required to work to that with new M&I contractor?

A30. The D&D Project is a new requirement; therefore, a traditional “incumbent” contractor does not exist. There are current on-site contractors that will be required to work with DOE and the M&I contractor to ensure a successful startup period and public safety.

Q31. Does DOE have a preferred approach/method/technology of accomplishment for the D&D activities?

A31. The Department has made some assumptions for planning and budgeting purposes, but has not made any decisions and does not have a preferred approach; it is seeking safe and cost effective D&D approaches consistent with regulatory requirements. The M&I RFP will provide any specific information.

Q32. Who will be responsible for Non-Destructive Analysis (NDA)?

A32. It is anticipated that the M&I contractor will be responsible for NDA in contract-specified facilities.

Q33. Please clarify the role the M&I contractor will have, if any, in the transition of these facilities from Nuclear Regulatory Commission jurisdiction to DOE.

A33. DOE will accept the turnover of the facilities when USEC satisfies the turnover requirements of the GDP lease. The M&I contractor will receive the facilities from DOE upon acceptance of the turnover requirements. The M&I contractor is expected to support DOE during this transition. This involves assisting DOE in its evaluation of the USEC GDP Lease requirements being satisfied.

Q34. Please provide assumptions for waste disposal including disposal rates and Waste Acceptance Criteria by waste category for on-site and off-site disposal to ensure fair competition.

A34. The M&I RFP will include instructions for proposal preparation.

Q35. Will there be a listing on the website of the areas that are in the initial phase?

A35. Yes. The Industry Day Briefing and Tour Scripts were posted to the M&I website and the RFP will provide specific information pertaining to the initial phase of work scope.

Q36. The M&I contractor will have “Integration responsibility, which includes overall planning.” Does this include planning for infrastructure activities that will be performed by the infrastructure contractor?

A36. The M&I contractor has overall D&D project planning responsibility and execution within the funding profile. DOE expects the M&I to integrate its activities with other site contractor actions to avoid conflicts and promote safety/optimization and to assist DOE in its overall site management responsibilities that involve cross cutting issues. In some cases, such as development of the site life-cycle baseline, the M&I is expected to integrate other contractor provided data into one site-wide submittal for DOE’s use.

Q37. What are the M&I contractor’s responsibilities for the Toxic Substances Control Act (TSCA) Federal Facilities Compliance Agreement (FFCA) at Portsmouth?

A37. The M&I contractor will be responsible for meeting applicable TSCA FFCA requirements during the contract period.

E: CONTRACT RELATED QUESTIONS

Q38. Will the MOU end when the buildings come back?

A38. DOE does not understand the question.

Q39. Will the M&I contract be rebid every 10 years?

A39. Current D&D project planning at Critical Decision -1, anticipates a project completion range of FY 2044 - 2052. The Department anticipates approval of Critical Decision -2 and -3 during this initial period of performance whereby the project requirements will be further definitized. Future acquisition planning will determine the appropriate time frame of follow-on contracts.

Q40. Will there be a “draft” RFP?

A40. DOE intends to release a Draft RFP for the M&I procurement for industry comment.

Q41. Will DOE require orals?

A41. Orals are anticipated with respect to the M&I RFP.

Q42. Will DOE require a special purpose entity (e.g. LLC)?

A42. The Department does not intend to require a special purpose entity for purposes of the M&I contract. However, DOE does intend to evaluate the management team and organization.

Q43. Does DOE intend to incentivize efficiency gains and technology improvements?

A43. The final M&I RFP will reflect draft award fee criteria. The award fee plan will be finalized after contract award and provided to the M&I contractor at the end of the startup period.

Q44. Will the ETS contract be awarded before the M&I RFP is issued?

A44. DOE does not anticipate the ETS task order being awarded prior to the release of the M&I RFP.

Q45. If a small business (SB) goes after ETS contract and wins, is it locked out of M&I bidding?

A45. Yes. The ETS RFQ includes the following, “Please note that under this ETS requirement, the successful contractor will be assisting DOE with requirements

definitions for future acquisitions; therefore, the successful contractor, teaming partners, subcontractors, and affiliates will be precluded from competing for future PPPO project acquisitions (including the Portsmouth D&D Project acquisitions) in accordance with FAR Subpart 9.5, Organizational and Consultant Conflicts of Interest procedures.” Additionally, the ETS requirement includes assisting DOE with oversight of PPPO contractors. Under the circumstances, it is presumed that there would be an organizational conflict with respect to the ETS contractor performing the M&I contract.

Q46. Given DOE’s intention to award an Environmental Technical Services (ETS) Contract before the M&I contract, please clarify the role the ETS contractor and that of the M&I contractor in developing and implementing regulatory strategies with the State of Ohio and EPA.

A46. Once awarded, the M&I contractor will have primary responsibility to work with the Department in developing and implementing regulatory strategies. The ETS role is to provide technical assistance to DOE in its oversight responsibilities.

Q47. Please define Management and Integration contract in the specific context of this procurement.

A47. The intent of the D&D Management and Integration contract is for the management and integration of the overall D&D Project, including life-cycle planning. Due to the dynamic nature of the requirements and turnover from USEC commercial operations, the Department seeks flexibility and responsiveness from the M&I contractor. The Department understands that allowing the M&I contractor to self-perform appropriate work is important, as well as projectizing the overall D&D Project into smaller, more definable work scopes that could be broken-out into contract types with less cost risk to DOE, such as cost-plus-incentive-fee or firm-fixed-price.

Q48. Please provide the fee model that will be used for this contract.

A48. The M&I contract will be a cost-plus-award-fee contract. The award fee structure will be included in the M&I RFP.

Q49. Does DOE intend to recompet the environmental remediation (ER) contract when it expires in 2009 or to include remaining ER activities in the M&I work scope?

A49. The current environmental remediation contract is a cost-plus-incentive-fee contract for specific work scope which will be completed at the end of the contract’s period of performance. The site will be transitioning to the new mission of the D&D Project and future environmental remediation requirements will be part of the M&I work scope.

F: WORKFORCE RELATED QUESTIONS

Q50. How many employees will be “Grandfathered?”

A50. “Grandfathered Employee” is a term that is defined in the multi-employer pension plan (MEPP) sponsored by Bechtel Jacobs Company, LLC (BJC) (Bechtel Jacobs Company Jacobs Company, LLC Pension Plan For Grandfathered Employees). A “Grandfathered Employee,” who meets the eligibility criteria set forth in the BJC Pension Plan, may participate in the BJC MEPP.

The M&I solicitation will set forth the requirements pertaining to pension and benefits. It is anticipated that all employees who are participating in and/or are eligible to participate in the BJC MEPP, pursuant to the terms of the BJC MEPP, will maintain their participation and/or their eligibility to participate. The M&I solicitation will not specify the number of potentially eligible “Grandfathered Employees.”

Q51. Will the M&I contractor have latitude to shift people around?

A51. The M&I contractor will have the discretion to manage its employees within the terms of the M&I contract, and any applicable collective bargaining agreement(s). It is anticipated that the hiring preferences will be generally consistent with hiring preferences utilized in solicitations for similar facilities and/or scope of work. Specifics will be provided in the RFP.

Q52. Which incumbent personnel roll over to the M&I contractor on “Day 1?” Will more roll over later?

A52. The M&I solicitation will include clauses that identify hiring preferences and the sequence in which the hiring preferences will apply. It is currently anticipated that the M&I contractor will have a transition period after contract award, during which time the M&I contractor’s management team will work with DOE and its incumbent contractors, applicable collective bargaining unit(s), and other parties as necessary to implement the M&I contractor’s transition plan in accordance with the M&I contract and any applicable collective bargaining agreements. DOE anticipates that additional facilities may transition from USEC to DOE during the term of the M&I contract. At that time, additional hiring preferences set forth in the M&I contract may be applicable.

Q53. Does DOE intend to retain the existing staffing and transition it to work under the M&I contract?

A53. The M&I solicitation/contract will include clauses that identify hiring preferences and sequencing of hiring preferences. The successful offeror will hire employees to fill positions under the M&I contract in accordance with these clauses. It is anticipated that hiring preferences will be applicable only to non-managerial positions and not to contractor’s managerial positions, i.e., first line supervisors

and above. It is anticipated that key personnel will be subject to all clauses pertaining to key personnel.

Q54. Does DOE intend to maximize the levelized staffing?

A54. DOE does not intend to dictate staffing levels. The contractor is responsible for determining the level of staffing needed to perform the scope of work.

G: REFERENCE DOCUMENTS

Q55. Can you post the tour scripts on the website?

A55. Yes. Briefing charts from Industry Day and the Tour Script were posted to the website on April 9.

Q56. Can you post the names, company, and contact information of people that attended the briefing on 3/31/08?

A56. A listing of companies that attended Industry Day was posted to the website on April 4.

Q57. Will “as-built” drawings be provided to bidders?

A57. The Department plans to provide a limited set of facility drawings with respect to the M&I RFP.